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The following constitutes  
the order of the court. Signed January 17, 2013

*Stephen L. Johnson*

Stephen L. Johnson  
U.S. Bankruptcy Judge

Attorneys for Movant,  
Deutsche Bank Trust Company Ame  
Trustee RALI 2006-QS1

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA - SAN JOSE DIVISION**

In re

ROMEO M. LABRA AND ESMERALDA A.  
LABRA,

Case No. 11-57598-SLJ

Chapter 13

R.S. No. PK-902

**ORDER GRANTING ADEQUATE  
PROTECTION**

DATE: November 6, 2012

TIME: 10:30 am

CTRM: 3099

Debtors.

UNITED STATES BANKRUPTCY  
COURT  
NORTHERN DISTRICT OF CALIFORNIA  
- SAN JOSE DIVISION  
280 SOUTH 1ST ST. #3035

The above-captioned matter came for hearing on November 6, 2012, at 10:30 am, in courtroom 3099, upon the Motion of Deutsche Bank Trust Company Americas As Trustee RALI 2006-QS1 ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Romeo M. Labra and Esmeralda A. Labra ("Debtors") commonly known as 836 Heavenly Place, Milpitas, California 95132 (the "Real Property"), which is legally described as follows:

SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED  
AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY,  
DOCKET ENTRY NUMBER 53.

1       Appearances as noted on the record.

2       Based on the arguments of counsel, and good cause appearing therefor,

3       IT IS HEREBY ORDERED:

4       1.       Debtors shall tender regular monthly payments in the amount of \$3,068.57, which  
5       amount is subject to change, pursuant to the terms of the subject Note (the "Note"), commencing  
6       October 1, 2012, and continuing until all such outstanding amounts under the Note are to be paid  
7       in full. Payments are to be made payable to PNC Mortgage and remitted to the following  
8       address:

9                               PNC Mortgage, A Division of PNC Bank, NA  
10                              3232 Newmark Drive  
11                              Miamisburg, OH 45342

12       2.       Debtors shall maintain real property taxes and real property hazard insurance paid  
13       current for the Real Property, and provide proof of said insurance on a timely basis.

14       3.       In the event of any future default on any of the above-described provisions,  
15       inclusive of this Order, Movant shall provide written notice to Debtors at Romeo M. Labra and  
16       Esmeralda A. Labra at 836 Heavenly Place, Milpitas, CA 95132, and to Debtors' attorney of  
17       record, Nathan David Borris, at Law Offices of Nathan D. Borris, 21550 Foothill Blvd, 2nd  
18       Floor, Hayward, CA 94541, indicating the nature of the default. If Debtors fail to cure the  
19       default with certified funds after the passage of ten (10) calendar days from the date said written  
20       notice is placed in the mail, then Movant may file an Ex Parte Declaration of Non-Cure and an  
21       Order Terminating the Automatic Stay with the court. Upon entry of said Order Terminating the  
22       Automatic Stay, the automatic stay shall be immediately terminated as to Movant, and Movant  
23       may proceed to foreclose its security interest in the Real Property under the terms of the Note  
24       and Deed of Trust and pursuant to applicable state law and thereafter commence any action  
25       necessary to obtain complete possession of the Real Property without further order or proceeding  
26       of this Court.

27       4.       The acceptance by Movant of a late or partial payment shall not act as a waiver of  
28       Movant's right to proceed hereunder.

29       /././

1           5.       In the event that Movant is granted relief from the automatic stay, the 14-day stay  
2 provided by Bankruptcy Rule 4001(a)(3) shall be waived.

3           6.       The foregoing terms and conditions shall be binding only during the pendency of  
4 this bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by  
5 court order or by operation of law, the foregoing terms and conditions shall cease to be binding  
6 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against  
7 the Real Property and/or against the Debtors.

8           7.       Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Devin  
9 Derham-Burk.

10          8.       Any notice that Movant shall give to Debtors, or attorney for Debtors, pursuant to  
11 this Order shall not be construed as a communication under the Fair Debt Collection Practices  
12 Act, 15 U.S.C. §1692.

13                               \*\*\*END OF ORDER\*\*\*  
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**COURT SERVICE LIST**